

Application No. 10/667,851
Amendment Dated 1/18/2008
Reply to Office Action dated 10/18/2007

Remarks/Arguments

Claims 1-27 are pending in the present application. Claims 1, 11 and 21 are currently amended. Claim 27 is new.

Please charge deposit account number 04-0525 in the amount of \$ 50 for the addition of one dependent claim, consistent with 37 C.F.R. 1.16(i).

Claims 1-26 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Pub. No. 2001/0047307 A1 ("Bennett") in view of U.S. Pub. No. 2003/0163401 A1 ("Dines"). This rejection is respectfully rejected for the following reasons.

In Bennett, "the loan affordability filtering 230 determines those affordable good(s) and/or service(s) 232 from all available good(s) and/or service(s) 212. The buyer is provided with only those good(s) or service(s) that the buyer can afford with or without financing." (Bennett at p. 4, paragraph 50.) The buyer may also pre-select "certain good(s) and/or service(s) from all available good(s) and/or service(s) that are offered within the system." (Bennett at p. 4, paragraph 51.) However, Bennett does not disclose any filtering mechanism for the incentive programs.

Bennett discloses a lender offering an "incentive" to facilitate the seller's selection of a lender. (Bennett at p. 13, paragraph 143.) "The lender may also convince the buyer or seller by selecting and offering alternative financing options, such as leasing." (Bennett at p. 13, paragraph 143.) Bennett also discloses persistent sales techniques in which a web server sends a sales-inducing message in response to the detection of a threshold time of inactivity for a proposed transaction. (Bennett at p. 13, paragraph 144.) The sales-inducing message may include promotions to entice the buyer, the lender or seller to close a transaction. (Bennett at p. 14, paragraph 145.)

Bennett further discloses "a loan approval engine 330 that determines whether the buyer qualifies for financing to assist in any purchase, and in the event the buyer does qualify for financing, determines the amount and degree of financing for which the buyer is qualified." (Bennett at p. 4, paragraph 55.) Different loan qualification standards may apply to different products. (Bennett at p. 4, paragraph 56.) In Bennett, personal information is merely used to obtain credit report information, for example. (Bennett at p. 2, paragraph 16 and Bennett at p.15 and p.

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16, claims 1, 10 and 21.)

Dines discloses a method for forming a loan agreement where the lender contractually shares in the proceeds from a future sale of commodity. (Dines, Abstract and p. 5, claim 1.) In Dines the lender shares in the grower's risk based on the price level of the commodity, for example. (Dines, p. 5, paragraph 63.) The lender may provide a lower interest rate to the grower in exchange for the ability to share benefits when the market price of a commodity grown by the grower is high. (Dines, p. 5, paragraph 62 and 63.)

First, alleged combination of Bennett and Dines lacks: (1) "available incentive programs selected from a comprehensive list of incentive programs through the discretion of a retailer" servicing a producer and (2) "searching the library of available incentive programs" based upon the "received crop planning data" (claim 1) or "the background data" (claims 11 and 21) "to select a tailored list of candidate incentive programs from the established library of available incentive programs," as recited in claims 1, 11 and 21. Although Bennett generally mentions incentives, nothing in Bennett teaches or suggests supporting the retailer's discretionary selection of available incentive program from a comprehensive list to create a list of available incentive programs, followed by further searching of the available incentive programs, consistent with claims 1, 11 and 21.

Second, the alleged combination of Bennett and Dines does not disclose "a library of available incentive programs, for agricultural input products targeted to producers of agricultural products" as recited in claims 1, 11 and 21. Dines does not disclose incentive programs for agricultural input products (e.g., non-financial products), but rather lending terms in which the lender contractually shares the risk or reward of the producer's commodity prices. Thus, Dines does not make up for the previously noted deficiencies of Bennett.

Third, neither Bennett, nor Dines alone, or in combination, disclose transferring the crop planning data and incentive program data on the preferential program to a financial screening process "to reduce or eliminate duplicative reentry of the background data applicable to the incentive programs and the financial screening process associated with financing of the products" as now recited in claims 1, 11 and 21. In Bennett, personal information is merely used to obtain credit report information, for example. (Bennett at p. 2, paragraph 16 and Bennett at p.15

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and p. 16, claims 1, 10 and 21). In the Office Action, the Examiner noted that "Bennett does not disclose receiving crop planning or background data of a particular producer and wherein the crop planning data is sent along with the incentive program to a financial screening process." (Office Action at p. 3.) Dines neither discloses incentive programs for agricultural input products, nor sharing background data for both the incentive program and financial screening.

In addition to the above differences, even if Bennett and Dines were combined, the alleged combination would not meet claim 1, claim 11 or claim 21 because none of the claims require the loan or financing disclosed in Dines. In Dines, the lender must contractually share in the proceeds from the future sale of a commodity, but claims 1, 11 and 21 have no such restriction in the type of financing that is pursued incidental to the financial screening process.

For the foregoing reasons, the alleged combination of Bennett and Dines does not meet claim 1, claim 11 and claim 21. Claims 1-10 and 27 depend on claim 1 and are patentable for at least similar reasons to claim 1. Claims 12-20 depend on claim 11 and are patentable for at least similar reasons to claim 10. Claims 22-26 depend on claim 21 and are patentable for at least similar reasons to claim 21.

Any and all claim limitations that were not expressly discussed above generally were not submitted to overcome any prior art, but to place the claims in better form or to improve their clarity.

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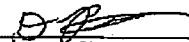
In conclusion, it is believed that this application is in condition for allowance, and such allowance is respectfully requested. Any fees or charges due as a result of filing of the present paper may be charged against Deposit Account 04-0525.

Respectfully submitted


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